

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>EP-W-10-029</b>		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST PROJECT NO. <b>PR-HQ-10-10262</b>			
5. ISSUED BY CODE				6. ADMINISTERED BY (if other than Item 5) CODE			
<b>U.S. Environmental Protection Agency</b> <b>Administrative Contract Service Center (3803R)</b> <b>1200 Pennsylvania Avenue, N.W.</b> <b>Washington, DC 20460</b>							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>SCS ENGINEERS</b> <b>11260 ROGER BACON DR # 300</b>  <b>Reston, VA 22090</b>				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below) <b>Destination</b>			
				9. DISCOUNT FOR PROMPT PAYMENT  <b>N/A</b>			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM  <b>12</b>	
11. SHIP TO MARK FOR CODE				12. PAYMENT WILL BE MADE BY CODE			
<b>If applicable, see Section B of the schedule.</b>		<b>U.S. Environmental Protection Agency</b> <b>RTP-Finance Center (D143-02)</b> <b>109 T.W. Alexander Drive</b> <b>Durham, NC 27711</b>					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA  <b>See Accounting and Appropriation data in Section B</b>			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
						15G. TOTAL AMOUNT OF CONTRACT	
						<b>\$4,104,152.00</b>	
16. TABLE OF CONTENTS							
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G	CONTRACT ADMINISTRATION DATA				M	EVALUATION FACTORS FOR AWARD	
H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>PR-HQ-10-10262</b> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
				<b>FAYE B. SAS</b>			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____				BY _____			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

DCN	BFYS	FUND	ORG	PRC	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	/
FC0400	10	B	58F4	105A46C	00000000		2505	\$10,000.00	C

**B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.216-73) (APR 1984) DEVIATION**

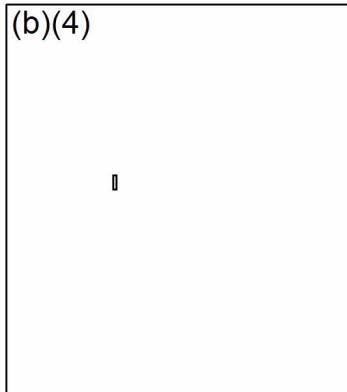
The following fixed rates shall apply for payment purposes for the duration of the contract. The direct labor hours indicated below represent the Government's total estimated requirement for each period of performance.

**Base Period** (01 October 2010 - 30 September 2011)

Item	Labor Classification	Rate	Fixed Hourly
0001	Technical and Outreach Support for Reducing Emissions from Landfills (Time-and-Material Price Task Orders) FY11		
0002	Technical and Outreach Support for Reducing Emissions from Landfills (Firm-Fixed-Price Task Orders) FY11		

SubCLINs to 0001 and 0002:

AA	Senior Executive Professional (Level 5)
AB	Senior Professional (Level 4)
AC	Mid Level Professional (Level 3)
AD	Professional (Level 2)
AE	Junior Professional (Level 1)
AF	Support Personnel



## 0003 Other Direct Costs - Not to Exceed

Amount for CLINS/SubCLINs 0001 &amp; 0002

(b)(4)

AA G&A/Material Handling Cost applied to  
CLIN 0003

(b)(4) %

The total direct labor hour requirement for the base period : 38,650 hours .

\* The level of effort of 38,650 hours is the maximum level of effort per year in the aggregate for all IDIQ contract awardees, and must not be exceeded unless authorized in writing by the Contracting Officer.

\*\* Each task order will specify the level of effort, work, deliverables, delivery schedule and other relevant information.

## Option Period I (01 October 2011 - 30 September 2012)

Item	Labor Classification	Rate	Fixed Hourly
0004	Technical and Outreach Support for Reducing Emissions from Landfills (Time-and-Material Price Task Orders) FY11		
0005	Technical and Outreach Support for Reducing Emissions from Landfills (Firm-Fixed-Price Task Orders) FY11		

SubCLINs to 0004 and 0005:

AA Senior Executive Professional (Level 5)

AB Senior Professional (Level 4)

AC Mid Level Professional (Level 3)

AD Professional (Level 2)

AE Junior Professional (Level 1)

AF Support Personnel

0006 Other Direct Costs - Not to Exceed  
Amount for CLINs/SubCLINs 0004 & 0005

AA G&A/Material Handling Cost applied to  
CLIN 0006

(b)(4)

(b)(4) %

The total estimated labor hour requirement for Option Period I: 38,650 hours.

\* The level of effort of 38,650 hours is the maximum level of effort per year in the aggregate for all IDIQ contract awardees, and must not be exceeded unless authorized in writing by the Contracting Officer.

\*\* Each task order will specify the level of effort, work, deliverables, delivery schedule and other relevant information.

**Option Period II** (01 October 2012 - 30 September 2013)

Item	Labor Classification	Rate	Fixed Hourly
0007	Technical and Outreach Support for Reducing Emissions from Landfills (Time-and-Material Price Task Orders) FY11		
0008	Technical and Outreach Support for Reducing Emissions from Landfills (Firm-Fixed-Price Task Orders) FY11		
SubCLINs to 0007 and 0008:			
AA	Senior Executive Professional (Level 5)	(b)(4)	
AB	Senior Professional (Level 4)		
AC	Mid Level Professional (Level 3)		
AD	Professional (Level 2)		
AE	Junior Professional (Level 1)		
AF	Support Personnel		
0009 Other Direct Costs - Not to Exceed Amount for CLINS/SubCLINs 0007 & 0008		(b)(4) %	
AA	G&A/Material Handling Cost applied to CLIN 0009	(b)(4) %	

The total estimated labor hour requirement for Option Period II: 38,650 hours.

\* The level of effort of 38,650 hours is the maximum level of effort per year in the aggregate for all IDIQ contract awardees, and must not be exceeded unless authorized in writing by the Contracting Officer.

\*\* Each task order will specify the level of effort, work, deliverables, delivery schedule and other relevant information.

**Option Period III** (01 October 2013 - 30 September 2014)

Item	Labor Classification	Rate	Fixed Hourly
0010	Technical and Outreach Support for Reducing Emissions from Landfills (Time-and-Material Price Task Orders) FY11		
0011	Technical and Outreach Support for Reducing Emissions from Landfills (Firm-Fixed-Price Task Orders) FY11		

SubCLINs to 0010 and 0011:

AA	Senior Executive Professional (Level 5)
AB	Senior Professional (Level 4)
AC	Mid Level Professional (Level 3)
AD	Professional (Level 2)
AE	Junior Professional (Level 1)
AF	Support Personnel

(b)(4)

0012 Other Direct Costs - Not to Exceed

Amount for CLINS/SubCLINs 0010 &amp; 0011

(b)(4)

AA G&A/Material Handling Cost applied to  
CLIN 0012

(b)(4) %

The total estimated labor hour requirement for Option Period III: 38,650 hours.

\* The level of effort of 38,650 hours is the maximum level of effort per year in the aggregate for all IDIQ contract awardees, and must not be exceeded unless authorized in writing by the Contracting Officer.

\*\* Each task order will specify the level of effort, work, deliverables, delivery schedule and other relevant information.

**Option Period IV** (01 October 2014 - 30 September 2015)

Item	Labor Classification	Rate	Fixed Hourly
0013	Technical and Outreach Support for Reducing Emissions from Landfills (Time-and-Material Price Task Orders) FY11		
0014	Technical and Outreach Support for Reducing Emissions from		

Landfills (Firm-Fixed-Price  
Task Orders) FY11

SubCLINs to 0013 and 0014:

AA Senior Executive Professional (Level 5)  
AB Senior Professional (Level 4)  
AC Mid Level Professional (Level 3)  
AD Professional (Level 2)  
AE Junior Professional (Level 1)  
AF Support Personnel

0015 Other Direct Costs - Not to Exceed  
Amount for CLINS/SubCLINs 0013 & 0014

(b)(4)

AA G&A/Material Handling Cost applied to  
CLIN 0015

(b)(4) %

(b)(4)

The total estimated labor hour requirement for Option Period IV: 38,650 hours.

\* The level of effort of 38,650 hours is the maximum level of effort per year in the aggregate for all IDIQ contract awardees, and must not be exceeded unless authorized in writing by the Contracting Officer.

\*\* Each task order will specify the level of effort, work, deliverables, delivery schedule and other relevant information.

The labor classifications represent fully-loaded labor rates for each Professional Level (PL). The fixed hourly rate for each category of labor specified above shall be used to price all task orders issued under this contract. Contract Line Items (CLINs) 0001, 0004, 0007, 0010 and 0013 are applicable to time-and-material (T&M) price task orders. CLINs 0002, 0005, 0008, 0011, and 0014 are applicable to firm-fixed price (FFP) task orders. The fixed hourly rate shall be the same for T&M and FFP task orders. These rates set forth above cover all expenses, including report preparation, salaries, overhead, fringe benefits, general and administrative expenses, and profit. Except as described in Section B - SUPPLIES/SERVICES AND PRICE/COST, labor will not be reimbursed as an Other Direct Cost (ODC) unless authorized in writing by the Contracting Officer.

In accordance with either clause Section I - PAYMENTS (FFP) or Section I - PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS, (T&M), the Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the task order project manager. The Government shall pay the contractor for



the life of a task order at the rates in effect when the task order was issued, even if performance under the task order crosses into another period. The contractor shall maintain time and labor distribution records for all employees who work under the contract. For the time-and-material priced task orders, these records must document time worked, and work performed by each individual.

## **B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

(a) This is one of two or more indefinite delivery/indefinite quantity (IDIQ) contracts against which the Government will place time-and-material and fixed-price task orders to satisfy its requirement under the Statement of Work (SOW). During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$10,000.00 for the base period of each contract awarded.

(b) The Contracting Officer will follow the task order procedures set forth in Section G - TASK ORDER PROCEDURES.

## **B.3 PROGRAM MANAGEMENT**

Each awardee shall be issued a task order (TO) for the maintenance of the monthly progress report (see contract clause Section F - MONTHLY PROGRESS REPORT) to support an on-call Program Manager and technical staff. The number of hours, labor category mix and total dollar amount of this TO will be negotiated after contract award. This TO may not include any Bid and Proposal (B&P) costs for other Task Orders. B&P costs of preparing TO proposals are not an allowable direct cost to this contract.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**C.2 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204M  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 564-9629

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

### **C.3 LABOR CLASSIFICATION DEFINITIONS**

The labor classifications as defined in Attachment 1: Statement of Work are applicable for this requirement.

Certain personnel are deemed essential to the contractor's performance of the work under this contract, and are designated as "Key Personnel" positions. Section H Clause: KEY PERSONNEL shall apply to these personnel for the base year and each option year.

**SECTION D - PACKAGING AND MARKING**

[For this Contract, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	AUG 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

**F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)**

(a) The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or task orders, include the estimated percentage of task completed during the reporting period for each work assignment or task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.



(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports electronically as follows:

<u>No. of Copies:</u>	<u>Addresses:</u>
1 copy	Task Order Project Officer
1 copy	Contracting Officer

### **F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

### **F.4 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)**

The effective period of this contract is as follows:

<u>Period</u>	<u>From</u>	<u>To</u>
Base	October 01, 2010	September 30, 2011

### **F.5 PLACE OF DELIVERY**

The work required under the basic contract and options shall be completed and delivered in accordance with the delivery dates and locations specified in the individual task orders.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

None

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(b) A Standard Form 30 will be the method of amending delivery/task orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

**G.2 TASK ORDER PROCEDURES**

(a) One or more Task Orders (TOs) may be issued during the performance of this contract. In accordance with the Federal Acquisition Streamlining Act and FAR 16.505(b), the Contracting Officer will give each awardee a fair opportunity to be considered for each order in excess of \$3,000 except as provided in paragraph (b)(2) of this section. Procedures and selection factors to be considered for each TO that provides fair opportunity are set forth in (b) and (c) below:

(b) Procedures providing a fair opportunity for consideration on each requirement.

(1) The Government will provide all awardees a fair opportunity to be considered for each order. This opportunity will be provided through the Government's examination of existing information already in the Government's possession, such as an awardee's original proposal (labor rates, technical/management capabilities, etc.), demonstrated expertise in a

specialized area beyond that of other awardees, and/or current past performance reports (including the Contractor's original proposal data if it is the most current data the Government's possesses.) As work proceeds under this contract, the Government will rely upon recent task order performance reports rather than on past performance records submitted with the original proposal to the maximum extent possible.

(2) Exceptions to fair opportunity consideration. Awardees may not be given an opportunity to be considered for a particular requirement when the Contracting Officer determines one of the following conditions apply:

(i) The agency need for the supplies or services is so urgent that providing the opportunity would result in unacceptable delays;

(ii) Only one contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized;

(iii) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardee were given a fair opportunity to be considered for the original order; or

(iv) It is necessary to place an order to satisfy a minimum guarantee; or

(v) It is known that a contractor has an unacceptable conflict of interest.

(c) **Proposal Process for Selected Multi-Awardees.**

(1) The CO will issue a TO proposal request to those awardees selected for consideration. The proposal request will include a Statement of Work (SOW) that includes a detailed description of work to be accomplished, a listing of the deliverables, and additional information as appropriate. The proposal request will also include specific instructions for the submission of proposals (i.e., oral or written, distribution instructions), the task order form (time-and-material or firm-fixed-price), the selection criteria factors and other information deemed appropriate.

(2) Awardees will generally be allowed between 7 and 14 calendar days to prepare and submit proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each TO proposal request. Awardee(s) may "NO BID" at their own discretion. **However, all "NO BIDS" must include a brief statement as to why the awardee has chosen not to participate.**

(3) **Bid and Proposal (B&P) Costs.** B&P costs of preparing a TO proposal will not be reimbursed as a direct cost to this contract.

(4) **Technical Proposals.** The TO proposal request will state whether an oral proposal is required in addition to or instead of the written technical proposals. Both oral and written technical proposals shall address, as a minimum:

Technical Approach

Lead Personnel  
 Quantities/hours of personnel by labor categories  
 Other Direct Costs  
 Risks  
 Period of Performance (if not specified by the Government)  
 GFP/GFE/GFI  
 Teaming Arrangement to include subcontracting

The technical proposal information should be brief, i.e., 3-5 pages stating compliance or exception to TO requirements, risks, assumptions, and conflict of interest issues. Proposals shall not merely restate TO SOW requirements.

(5) **Price/Cost Proposals.** A written cost proposal will always be required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. man-hours, equipment, travel, etc.). As a minimum, the following data will be provided:

(i) Identify labor categories in accordance with Section B - Schedule and the number of hours required for performance of the task. Unsanitized cost proposal are complete cost proposals which include all required information. The offeror must provide unsanitized (with complete prices) cost proposals which include the identification of clerical labor, and ODC cost elements and identify any GFP and/or GFI required (if any) for task performance.

(ii) **Other Relevant Information:** This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request.

(6) If necessary, during the evaluation of proposals the Government may contact an awardee with questions concerning their proposal. However, such contact does not constitute discussion as defined by FAR 15.306.

(d) **Selection Criteria for Awarding Task Orders.** Once proposals are received, the Government will evaluate the proposals in accordance with the selection criteria. The Government's award decision will be based, as a minimum, on selection criteria that addresses past performances, technical/management approach and price/cost. Individual task order selection criteria may include other factor(s) relevant to the particular task order. The order of importance for the factors may be identified on each individual request.

(e) **Proposal Process for Award under Other than Fair Opportunity to be Considered Provisions.** The proposal process for excepted requirements as defined in paragraph (b)(2) of "Task Ordering Procedures" is the same as paragraph "d" above except that there will be no selection criteria;

(f) **Unauthorized Work.** The Contractor is not authorized to commence task performance prior to issuance of a signed TO or verbal approval provide by the CO.

(g) **Task Funding Restriction.** No unfunded tasks are allowed.

(h) **Task Order Issuance.** TOs may be issued by mail or facsimile. TOs may also be issued as Unsigned Electronic TO (ETO) via electronic commerce by the CO.

(i) **Ombudsman Description.** In accordance with FAR 16.505(a)(7), task order selection is not subject to the Disputes Act. No protest under FAR Subpart 33.1 is authorized in connection with CO decisions regarding fair opportunity or the issuance of a TO under this contract. The Division Director, EPA, Headquarters Procurement Operations Division has been designated as the EPA Ombudsman. The EPA Ombudsman will review complaints from the contractors regarding the issuance of task orders, and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the regulations and procedures in the contract. Complaints to the EPA Ombudsman must be forwarded to: EPA's Competition Advocate, **Susan Moroni**, Mail Code 3801R, Ronald Reagan Building, 1300 Pennsylvania Ave., N.W., Washington, DC 20004.

### **G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth

under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

#### **G.4 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the

Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same

item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor



by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

#### **G.5 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.6 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	(b)(4)
Period	Base and all Option Periods
Rate	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	(b)(4)
Period	Base and all Option Periods
Rate	(b)(4)

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### **G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer for this contract:

Margaret Kline

Phone: (202) 564-4238

e-mail: kline.margaret@epa.gov

Mailing Address (US Postal Service):

U.S. Environmental Protection Agency

Ariel Rios Building

1200 Pennsylvania Avenue NW

MC: 3803R

Washington, DC 20460

Physical Location (Delivery by FEDEX):

US Environmental Protection Agency

Ronald Reagan Building

1300 Pennsylvania Avenue NW  
MC: 3803R  
Washington, DC 20004

Contract Specialist(s) responsible for administering this contract:  
Margaret Kline

Administrative Contracting Officer:  
Margaret Kline

**G.8 CONTRACTOR PERFORMANCE INFORMATION (EPAAR 1552.242-71-DEV) (MAY 2010)  
DEVIATION**

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

(end of clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

#### (a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*



The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)  
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.4 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984)  
DEVIATION**

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this



option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

<u>Period</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
Option Period I	\$0.00	To Be Determined
Option Period II	\$0.00	To Be Determined
Option Period III	\$0.00	To Be Determined
Option Period IV	\$0.00	To Be Determined

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	10/01/11	09/30/12
Option Period II	10/01/12	09/30/13
Option Period III	10/01/13	09/30/14
Option Period IV	10/01/14	09/30/15

#### **H.5 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.6 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the

information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

#### **H.7 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

## **H.8 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:  
Program Manager: Dana Murray, Vice President, SCS Engineers

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances

necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer.

Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.9 TECHNICAL DIRECTIONS**

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the task orders shall be given through issuances of Technical Direction Letters (TDLs) by the Task Order Project Officer (TOPO).

(b) Each TDL shall be in writing and shall include, at a minimum, the following information:

- (1) Date of TDL
- (2) Contract and TDL number
- (3) Reference to the relevant section or item in the statement of work
- (4) Signature of TOPO

(c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work, or changes of such a nature as to justify any adjustment to the ID/IQ amount or delivery terms under the contract. In the event of a conflict between the TDL and this contract, the contract shall control.

(d) When in the opinion of the Contractor, a technical direction calls for effort outside the contract and/or task order statement of work, the contractor shall notify the Contracting Officer thereof in writing within two (2) working days of having received the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the TOPO only in emergency circumstances, and provided that any oral technical direction given is reduced to writing by the TOPO within two (2) working days of issuance.

(f) amendments to a TDL shall be in writing and include the information set forth in paragraph (b) above. A TDL may be amended orally only by TOPO in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communications amending the TDL by TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk.

#### **H.10 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the

public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.11 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000) DEVIATION**

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name:	<u>Susan Moroni</u>
Address:	<u>1200 Pennsylvania Avenue, N.W. 3801R</u> <u>Washington, D.C. 20460</u>
Telephone Number:	<u>(202) 564-4321</u>
Facsimile Number:	<u>(202) 565-2473</u>
E-Mail Address:	<u>moroni.susan@epa.gov</u>

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	MAR 2009	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	MAR 2007	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL
52.227-14	DEC 2007	RIGHTS IN DATA--GENERAL ALTERNATE II (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA--SPECIAL WORKS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS

## **I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;



(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.3 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the **effective date of contract award** through **the end of the period of performance**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract

after **180 days** beyond the expiration date of the contract.

#### **I.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days prior to the end of the contract.

#### **I.6 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009)**

(a) Definitions. As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall

make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.  
*[Contractor to sign and date and insert authorized signer's name and title].*

#### **I.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **I.8 SUBCONTRACTS (JUNE 2007) (FAR 52.244-2) (JUN 2007)**

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime

contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Time and Materials

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4) (i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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## **I.9 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

#### **I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2009)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note), the contract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) [RESERVED]

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998) DEVIATION**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

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[ Insert one or more Internet addresses ]

#### **I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

#### **I.13 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004) DEVIATION**

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in

conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with



a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	STATEMENT OF WORK - "TECHNICAL AND OUTREACH SUPPORT SERVICES FOR REDUCING EMISSIONS FROM LANDFILLS"

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 Reference Statement**

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-10-10262 are incorporated into this contract by reference.

ATTACHMENT 1

TECHNICAL AND OUTREACH SUPPORT SERVICES FOR REDUCING EMISSIONS FROM LANDFILLS

**TECHNICAL AND OUTREACH SUPPORT SERVICES FOR  
REDUCING EMISSIONS FROM LANDFILLS  
PR-HQ-10-10262  
STATEMENT OF WORK**

**1.0. SCOPE**

**1.0.1 This scope of work is organized into the following sections:**

**A)Background and Purpose:** This section briefly describes the program's background and the specific nature of the required work.

**B)Statement of Work/Specifications:** This section provides a description of the work areas covered under this SOW. These include:

- i. Technical and economic assessments of LFG recovery and use options, to include methane emissions reductions
- ii. Assessments of policy, legal, regulatory and market impacts on LFGE projects
- iii. Outreach efforts through such activities as conferences, workshops and publications
- iv. Country specific and region specific tools and resources
- v. Tracking and reporting

**1.0.2. Statutory authority and reference documents**

A) Clean Air Act Amendments of 1990, Section 603

B) Reports to Congress required by Clean Air Act

- Anthropogenic Methane Emissions in the United States: Estimates for 1990, EPA 430-R-93-003, April 1993
- Options for Reducing Methane Emissions Internationally, Volume I: Technological Options for Reducing Methane Emissions, EPA 430-R-93-006, July 1993
- Opportunities to Reduce Anthropogenic Methane Emissions in the United States, EPA 430-R-93-012, October 1993
- Options for Reducing Methane Emissions Internationally, Volume II: International Opportunities for Reducing Methane Emissions EPA 430-R-93-006B, October 1993

C) U.S. Climate Change Action Plan, October 1993

D) Landfill Methane Outreach Program Documents

- LFG Energy Project Development Handbook <http://www.epa.gov/lmop/res/handbook.htm>
- LFG Energy Project Opportunities and Profiles <http://www.epa.gov/lmop/proj/index.htm>
- Helping Landfill Owners Achieve Effective, Low-Cost Compliance with Federal Landfill Gas Regulations, December 1996, EPA 430-B-96-080
- Multiple tools under the Documents Tools and Resources portion of the LMOP website-  
<http://www.epa.gov/lmop/res/index.htm#1>

- International LMOP resources, to include the International Landfill Database (ILD) and LFG Modeling tools can be found at the Methane to Markets website: [http://www.methanetomarkets.org/landfills/index.htm#M2M\\_db](http://www.methanetomarkets.org/landfills/index.htm#M2M_db)

### **1.0.3 Background**

Methane is an important contributor to global warming, second only to carbon dioxide. The Environmental Protection Agency's Climate Change Division (CCD) supports the mitigation of methane as part of its focus on non-CO<sub>2</sub> greenhouse gases.

Efforts to reduce global landfill gas (LFG) emissions are an important part of the Climate Change Division's overall greenhouse gas mitigation strategy. The LFG portion of CCD's strategy is implemented by the Landfill Methane Outreach Program (LMOP) domestically within the United States, and in over twenty-nine Methane to Markets Partnership countries internationally. CCD has positioned LFG as one of its key focus areas for several reasons. First, globally landfilling remains the leading waste management disposal option for the foreseeable future. Without proper management of these landfilled wastes, methane emissions from these sources will continue to increase. Second, because methane is a source of energy as well as a greenhouse gas, emission control options have additional economic benefits. In many cases, methane that would otherwise be emitted to the atmosphere can be recovered and used, significantly reducing the overall amounts of this potent greenhouse gas released to the atmosphere. Employing this approach, emissions reductions strategies have the potential to be low cost as well as profitable. Recovery and use of LFG from landfills and dump sites (the term "landfill" will be used to represent overall landfilling practices) is one of the most promising areas for profitably reducing global methane emissions while generating useful alternative sources of energy.

## **1.1. U.S. EPA Landfill Methane Outreach Program**

### **1.1.1. Mission**

The U.S. EPA's Landfill Methane Outreach Program (LMOP) is a voluntary assistance and partnership program that promotes the use of landfill gas as a renewable, green energy source. Landfill gas is the natural by-product of the decomposition of solid waste in landfills and is comprised primarily of carbon dioxide and methane. By preventing emissions of methane (a powerful greenhouse gas) through the development of landfill gas energy (LFGE) projects, LMOP helps businesses, states, energy providers, and communities protect the environment and build a sustainable future.

### **1.1.2. Domestic Approach**

While there are a number of opportunities and technologies that can be used to capture and use the energy contained in LFG, many of these have not been implemented in the United States because of financial, informational, institutional and technical barriers. Efforts are needed to increase both the amount of LFG recovered from landfills and to improve the use of this fuel. To address these barriers, LMOP's domestic approach has been to provide project and market level assessments, tools and informational support, and outreach and marketing assistance.

LMOP has been encouraging the continued development of LFGE in the U.S. and globally since 1994. LMOP uses several tools in working to encourage the development of this resource, including:

- Technical and economic assessments of LFG recovery and use options;
- Project level feasibility assessments;
- Outreach efforts through such activities as conferences and publications;
- LFG and landfill related policy, legal, regulatory and market evaluations and supporting activities;
- Development of new innovative strategies to reduce methane emissions from landfills; and,
- Tracking program and project development.

For information and copies of LMOP publications review the LMOP home page at <http://www.epa.gov/lmop>

### 1.1.3. International Approach

LMOP's approach to international work builds off of the experience, tools, and resources developed in its domestic work, yet it differs in a few important ways. Because technical, social, and market barriers can be significant, and existing technical capacity may be little or non-existent, LMOP's approach to international work has focused on capacity building and market assessment – in addition to its core services of technical and project feasibility assessment. Capacity building entails development of inventories, models, and training materials; while market assessment entails identifying and assessing the various regulatory, energy, financial, and other market barriers to a project. Further, project feasibility assessments are also different than those performed for domestic projects because of the significant difference in site conditions and availability of site specific data. While LMOP has a history of performing international work through various forums, all international work is now organized under the Methane to Markets Partnership.

The U.S. launched the Methane to Markets Partnership in July 2004. The Partnership aims to reduce global methane emissions while enhancing economic growth, promoting energy security, and improving the environment. The initiative will focus on cost-effective, near-term methane recovery and use as a clean energy source. It will be done internationally through collaboration between developed countries, developing countries, and countries with economies in transition – together with strong participation from the private sector. The Methane to Markets Partnership targets four major methane sources for action: landfills, agriculture, underground coal mines, and natural gas and oil systems. In the area of landfills, the initiative centers on identifying landfill sites for methane recovery, and on promoting cost-effective electricity generation or direct use of the resource. In addition, active involvement by private sector entities, financial institutions, and other non-governmental organizations is considered essential to build capacity, transfer technology, and promote private investment that will ensure the Partnership's success.

A Terms of Reference (TOR) was adopted by fourteen countries at the Methane to Markets Ministerial Meeting on November 16, 2004. The partnership is now more than 29 partner countries and the European Commission. The TOR delineates the purpose, functions, organization, membership, funding, and commencement, modification, termination, extension, and withdrawal procedures the Partners agreed to endorse.

A Steering Committee, Administrative Support Group, and four Subcommittees were formed. The Subcommittees are focused on the following focal areas: Agriculture, Coal Mines, Landfills, and Oil and Gas Systems. The Subcommittees will be comprised of representatives from interested Partners (i.e., government) as well as a Project Network to serve as an informal mechanism to facilitate communication, project development and implementation, and non-governmental and private sector involvement.

For information and copies of Methane to Markets publications review the Methane to Markets Partnership website at <http://www.methanetomarkets.org>

## **1.2 Tasks covered under Scope of Work**

This Scope of Work entails a set of activities that are necessary to assist the Government in the continued development of landfill gas emission reduction projects at landfills, both domestic and international.

The Government shall make the final decision on all contractor provided recommendations, options, assessments, analyses, etc. All reports, materials, or work products generated under this statement of work shall be submitted for Government review and approval prior to use or distribution. Furthermore, the contractor shall not provide legal services or engage in activity involving the interpretation or evaluation of laws or regulations for the Government.

The contractor shall be prepared to conduct the work specified below in the United States and internationally, if appropriate and authorized.

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Areas of Work as follows:

### **1.2.1 Project Level Technical and Economic Feasibility Assessments**

The contractor shall assist the Government in developing technical and/or economic feasibility assessments for potential methane recovery and utilization projects at selected landfills. This assistance may include evaluating site-specific conditions at landfills and identifying sites with strong potential to cost-effectively recover methane suitable for use as fuel. This assistance may also include developing criteria for comparing feasibility of possible projects at landfills and selecting the most promising project type.

LFG project assessments typically begin with the estimation of LFG recovery potential at the landfill and a preliminary technical assessment (e.g., use of LandGEM or existing EPA international LFG models). If the landfill is determined to be a candidate for LFG recovery, activities that may be undertaken include identification of potential project development barriers (e.g., technical, policy, financial, legal), and undertaking an economic feasibility assessment to examine end-use options and financing scenarios. Finally, other technical assistance and outreach support (e.g., promotion) may be involved.

Economic and financial feasibility assessments for potential methane recovery and utilization projects at selected landfills may include evaluating project economics and financing requirements, including developing detailed estimates of project costs (e.g., capital and labor) and potential revenues; developing economic and financial comparisons between potential project types at specific landfills and define and apply criteria for selecting the most promising projects; and evaluating the impact of such factors as potential trends in energy prices, carbon pricing, access to investment capital, trends in interest rates, tax policies, and economic/financial risks on a potential project's feasibility. Project level feasibility assessments for international landfills often look different and entail a different level of effort than for U.S. landfills. Because landfill profile data is not always readily available for these projects, nor necessarily reliable, often a site visit is necessary. On occasion, contractors may need to conduct on-site project feasibility pump tests, to include installation of gas recovery wells, in order to measure the quality and quantity of the landfill gas. Analysis of composition and moisture content of the waste extracted during well installation will also be included. It is expected that the wells will be installed in a manner consistent with standard practices, including



safety practices, of the landfill gas industry in the United States. It is expected that all materials purchased (wells, wellheads, piping, blower/flare station) will remain at the landfill. On-site project feasibility pump tests, including construction and other related activities and materials will be conducted only in countries outside of the United States.

### **1.2.2 Broad Policy, Legal, Regulatory, and Market Assessment Support**

The contractor shall assist the Government in developing market assessments of the potential for LFG recovery and utilization in select localities, regions, states, and/or countries. This assistance may include evaluating potential markets for the methane recovered by landfills, including markets for electricity, heat, medium and high btu gas, alternative fuels, and chemical feedstocks; developing detailed estimates of potential future commodity supplies and demand, potential future prices – to include carbon pricing, and potential future competition in various markets; and developing and applying criteria for identifying the most promising gas markets for potential project types. The contractor will also assist the Government in developing strategies that identify specific financial barriers to LFGE projects while proposing strategies and methods for addressing these barriers.

This assistance may also include conducting evaluations on U.S. and international Methane to Markets Partnership government actions (past, present and future) related to LFGE, including ownership issues, offset programs (voluntary and regulatory), environmental attributes, tax credits, environmental permits, etc. These evaluations may include detailed analysis of government and industry policy, tax policy, statistics, utility and business practices, industry, market and government trends, technologies and other topics pertaining to LFGE project development practices, both domestically and internationally. This assistance may include developing, for EPA review and approval, outreach materials communicating the results of these analyses. These materials may include reports, technical documentation, and other written materials, and or multimedia materials. These outreach materials may be targeted to any number of varying audiences, both internal and external to the Government.

### **1.2.3 Conferences, Workshops, and Training**

The contractor shall assist the Government in developing technical outreach activities aimed at familiarizing relevant groups (such as technical personnel, decision-makers, or the public) with key issues related to the expanded application of LFG recovery and utilization projects, including technologies, financing, regulatory and policy. Such technical outreach activities shall address issues related to project feasibility and communicate technical information through activities such as training programs, information seminars, site visits, study tours, webinars, conferences and workshops (i.e., travel arrangements for technical experts, meeting logistics – to include interpretation and translation when required, abstracts, technical papers, and presentations).

The Contractor shall assist the Government with technical and logistical support for the Methane to Markets Partnership Landfill Subcommittee activities. The U.S. Environmental Protection Agency plays a lead role in the Partnership by building on the success of the Agency's voluntary domestic methane partnership programs; along with other federal agencies (e.g., USAID, DOE), the EPA's LMOP serves as a U.S. government liaison to the Landfill Subcommittee.

### **1.2.4 Publications and Outreach Materials**

This assistance may include developing technical outreach materials that communicate the results of feasibility and impact analyses, or that address barriers and opportunities to LFGE project development. Materials may include guidebooks, feasibility assessment reports, documentation of methodology or methods employed, and other written materials such as fact sheets, brochures and presentations. These

outreach materials may be targeted at any of a number of different audiences, with varying technical backgrounds, including government staff, financial organizations, technical personnel, and the public. All materials generated under this area of work shall be reviewed and approved by EPA prior to use or distribution. Documents and reports for M2M will need to be translated into the language of the country where the work was performed.

#### **1.2.5 Country Specific and Regional Tools and Resources**

The contractor shall assist the Government in developing country-specific tools to advance LFGE projects both in the U.S. and internationally. Tools can include, but are not limited to, county specific LandGEM models (<http://www.epa.gov/lmop/international.htm#3>), country-specific cost models (e.g. U.S.-based LFGCost), on-line financing guides focused on identification of financing resources specific to LFG projects, tools to assist with technical feasibility assessments (e.g., LMOP Locator), reports about the landfill gas industry in a specific country, etc. Documents and reports for M2M will need to be translated into the language of the country where the work was performed.

#### **1.2.6 Tracking and Reporting Program**

The contractor shall assist the government in tracking data related to current and potential LFGE projects. This data may include such items as landfill characteristics, size and type of LFGE projects, barriers overcome to achieve development of projects, contact information for landfill owners/operators, contact information for developers and utilities, benefits achieved, costs incurred, as well as Partner activity data, such as services/technical support provided and related correspondence. The contractor shall also assist in responding to a variety of diverse data requests and queries to be generated from the LMOP landfill/LFGE and international databases that may include queries such as landfill-specific information, technology applications, number and types of electricity and direct use projects. This work will be initially accomplished using the existing iSTAR database for domestic work and the International Landfill Database (ILD) for Methane to Markets work. However, the contractor should be prepared to and have the capability to configure and administer a Customer Relationship Management (CRM) software to accomplish all of these elements.

#### **1.2.7 Emissions Inventory Development and Tracking**

Additionally, for EPA's international work, emissions inventory development and tracking will remain an important component, often because it is lacking in newly joining M2M Partner countries. To improve scientific understanding and certainty in relation to the recovery and use of landfill methane, it will be necessary to improve landfill methane emissions and recovery estimates in these countries.

#### **1.2.8 Development of sector-specific methodologies.**

The contractor shall assist the Government in developing guidance for government agencies, non-governmental organizations, or methods for corporate-level or facility-level greenhouse gas (GHG) inventories, as well as emissions or emissions reductions from specific projects. The contractor shall assist in the development of guidance on methodologies for estimating direct GHG emissions reductions from mitigation or energy recovery activities, as well as investigate, develop, review, or critique guidance or methods for GHG emissions monitoring, reporting, and verification.

#### **1.2.9 Landfill Methane Emission Inventories**

The contractor shall assist the Government in preparing landfill methane emission inventories from active and closed landfills in the US and internationally.

**US Landfill Methane Inventories.** The contractor shall assist the Government through support of the preparation, publication, and submittal of the annual *US Inventory of Greenhouse Gas Emissions and Sinks* as well as the periodic preparation, publication, and submittal of the US National Communication under the U.N. Framework Conventional on Climate Change.

<http://www.epa.gov/climatechange/emissions/usinventoryreport.html>

**International Landfill Methane Inventory.** The contractor shall assist the Government in its efforts to actively participate in and contribute to the development and implementation of industry-specific best practices for preparing landfill methane emission methodologies through the Intergovernmental Panel on Climate Change. The contractor may be called upon to support development of white papers, and to participate in workshops and review panels. <http://www.epa.gov/climatechange/emissions/globalghg.html>

### **1.2.10 Technology Transfer/Demonstration Support**

The contractor shall provide technical and analytical support for technology demonstration projects in the US and internationally. This support may include site-specific engineering design, installation assistance, data collection and monitoring, research, data analysis, and development of technical papers. One example could be landfill gas fueled infrared heaters for the landfill operations buildings.

## **1.3 OTHER REQUIREMENTS**

### **1.3.1 Performance Evaluation Meetings**

The contractor's Program Manager and staff shall meet as required with the Contracting Officer and Contracting Officer's Representative (COR) for each task order.

### **1.3.2 Program Manager**

The Contractor shall provide a Program Manager who is responsible to the Government for the performance of the work required by this SOW. Prior to the contract start date a Deputy shall also be designated in writing to the Contracting Officer.

### **1.3.3 Program Manager Authority**

The Program Manager or designated Deputy shall have full authority to act for the Contractor on all performance relating to daily operation of this contract.

### **1.3.4 Program Manager Availability**

The Program Manager or Deputy shall be available during normal business hours and shall be available to meet with on issues, concerns and

problems related to program implementation.

### **1.3.5 Contractor Personnel Travel Requirements**

In addition to local travel, the Contractor will be required to travel throughout the United States and internationally, to include but not limited to M2M partner countries, to provide support. Trip duration will normally not exceed five working days plus the required transit times.

### **1.3.6 Contractor IT Support**

The Contractor shall be able to provide the program office with computer files that are in PC compatible format (i.e. not Macintosh). All word processing documents shall be compatible with Microsoft Word. The Program Office currently uses the following graphics applications: PowerPoint Corel Draw, Page Maker, Illustrator and Quark Express.

### **1.3.7 Physical Security**

The Contractor shall be responsible for safeguarding any Government property or information provided for Contractor use.

## **1.4 LABOR CLASSIFICATION DEFINITIONS**

The following labor classification definitions are applicable for this requirement.

Certain personnel are deemed essential to the contractor's performance. These are designated as "Key Personnel" positions. The "Key Personnel" provisions shall apply for the base year and each option year. The "Level V – Senior Executive Professional – (PL5)" position will serve as the Program Manager for all activities covered.

### **Personnel Qualifications:**

#### **Level V - Senior Executive Professional - (PL 5)**

##### **Minimum Education Requirements:**

Graduate degree in Public Policy, Technology and Policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration, Geography, Political Science, International Studies, Information Management, or Engineering, from an accredited academic institution or equivalent, and

##### **Minimum Experience Requirements:**

Minimum fifteen (15) years of applicable and relevant experience in planning, conducting and participating in short and long - term technical studies; the design, review and evaluation of management and administrative systems; and the provision of management and technical support. Some of the experience must include scheduling work to meet completion dates, estimating manpower needs and reviewing project progress and making changes in the methodology where necessary. Solid waste, landfill gas, international experience, and/or foreign language skills strongly recommended.

Activities Under the Contract:

This individual supervises projects of the greatest complexity and significance, requiring advanced knowledge and the ability to originate and apply new and unique methods and procedures. This person supplies technical advice and counsel to other professionals, resolves problems and generally operates with wide latitude for unreviewed action. Responsibilities include organization, direction and coordination of planning, and production of contractor activities. All important work performed and reviewed by Senior Professionals shall go to the Senior Executive Professional for final quality review prior to submission to EPA.

**Level IV - Senior Professional - (PL 4)**Minimum Education Requirements:

Graduate degree in Public Policy, Technology and Policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration, Geography, Political Science, International Studies, Information Management, or Engineering, from an accredited academic institution or equivalent, and

Minimum Experience Requirements:

Minimum ten (10) years of applicable and relevant experience in planning, conducting and participating in short and long - term technical studies; the design, review and evaluation of management and administrative systems; and the provision of management and technical support. Some of the experience must include scheduling work to meet completion dates, estimating manpower needs and reviewing project progress and making changes in methodology where necessary. Solid waste, landfill gas, international experience, and/or foreign language skills strongly recommended.

Activities Under the Contract:

This individual plans, conducts and supervises projects of major significance, requiring advanced knowledge and the ability to originate and apply new and unique methods and procedures. This person supplies technical advice and counsel to other professionals, resolves problems and generally operates with wide latitude for unreviewed action. Responsibilities include organization, direction and coordination of planning, and production of contractor activities.

**Level III - Mid Level Professional - (PL 3)**Minimum Education Requirements:

Graduate degree in Public Policy, Technology and Policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration, Geography, Political Science, International Studies, Information Management, or Engineering, from an accredited academic institution or equivalent, and

Minimum Experience Requirements:

Minimum six (6) years applicable and relevant experience participating in short and long - term technical studies; the design, review and evaluation of management and administrative systems; and the provision of information management, technical and analytical support. Solid waste, landfill gas, international experience, and/or foreign language skills recommended

Activities Under the Contract:

Individual receives assignments associated with project from senior professional translating technical guidance received into usable data and information applicable to the particular assignment. Work assignments are varied and require originality and creative solutions. The individual provides day-to-day technical guidance and leadership to subordinate technical personnel.

### **Level II - Professional - (PL 2)**

#### **Minimum Education Requirements:**

Undergraduate degree in Public Policy, Technology and Policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration, International Studies, Information Management or Engineering, from an accredited academic institution or equivalent, and

#### **Minimum Experience Requirements:**

Minimum three (3) years of applicable and relevant experience participating in short and long — term technical studies; the design, review and evaluation of management and administrative systems; and the provision of information management, technical and analytical support. Solid waste, landfill gas, international experience, and/or foreign language skills preferred.

#### **Activities Under the Contract:**

Individual gathers and correlates data and performs routine analyses. Person works on less complex or complicated assignments where evaluation or critical assessment is limited, and reviewed by more senior professional staff.

### **Level I - Junior Professional - (PL 1)**

#### **Minimum Education Requirements:**

Undergraduate degree in Public Policy, Technology and Policy, Environmental Science, Economics, Geology, Chemistry, Statistics, Communications, Management, Business, Public Administration, Information Management or Engineering, from an accredited academic institution or equivalent, and

#### **Activities Under the Contract:**

Individual gathers and correlates data and performs routine analyses. Person generally works on less complicated assignments where evaluation and assessment is limited. Person works under close supervision of senior professionals or project/task leader.

### **Support Personnel**

#### **Minimum Education Requirements:**

High School Diploma or G.E.D.

#### **Activities Under the Contract:**

This includes, but is not limited to, secretaries, data entry clerks, word processors, bookkeepers, and technical artists. The group provides administrative, compilation and clerical support to the Senior and Junior Staff. Most of this support is characterized as routine and/or repetitive in nature. Support personnel must have the capability of operating general office equipment, including personal computers.

**Experience/Education Substitutions:**

1. An acceptable substitute for an undergraduate degree is any combination of additional years of experience in the proposed field on a two-for-one basis (i.e., 2 years of experience substitutes for 1 year of college) plus college level study in the particular field totaling four years.
2. An undergraduate degree in environmental science, economics, geology, chemistry, statistics, management, business administration, public administration, engineering or information management from an accredited academic institution, plus any combination of additional years of relevant experience on a two to one basis (i.e., 2 years of experience substitutes for 1 year of graduate level study) and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a graduate degree.
3. Additional years of graduate level study in environmental science, economics, geology, chemistry, statistics, management, business administration, public administration, engineering or information management from an accredited academic institution will be considered equal to years of experience on a one-for-one substitution basis, with the total number of additional years of graduate level study that can be substituted for experience limited to four (4) years.
4. Other than described above, equivalent educational experience may not be substituted for the experience.

